

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Porto's Bakery, Inc.		12/29/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PIP Enterprises, Inc.		
Street Address:	3614 Magnolia Blvd.		
City:	Burbank		
State/Country:	CALIFORNIA		
Postal Code:	91505		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3134697	PORTO'S	
Registration Number:	3048011	PORTO'S BAKERY SINCE 1960	
Serial Number:	77458667	POTATO BALL	
Serial Number:	77551626	REFUJIADO	
Serial Number:	77551610	CHEESE ROLL	
CORRESPONDENCE DATA			
Fax Number:	(626)577-7764		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	6265351900		
Email:	bives@afrcr.com		
Correspondent Name:	Brandon C. Ives		
Address Line 1:	199 S. Los Robles Avenue, Suite 600		
Address Line 4:	Pasadena, CALIFORNIA 91101		
ATTORNEY DOCKET NUMBER:	71440.002		

900136193

TRADEMARK
REEL: 004004 FRAME: 0347

OP \$140.00 3134697

NAME OF SUBMITTER:	Brandon C. Ives
Signature:	/Brandon C. Ives/
Date:	06/12/2009
Total Attachments: 3 source=TM Assignment [EXECUTED]#page1.tif source=TM Assignment [EXECUTED]#page2.tif source=TM Assignment [EXECUTED]#page3.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made and entered into effective as of this 29th day of December, 2008, by Porto's Bakery, Inc., a California corporation ("Assignor"), for the benefit and in favor of PIP Enterprises, Inc., a California corporation ("Assignee").

WHEREAS, Assignor is the owner of the Trademarks and Trade names and the applications and registrations thereto which are set forth on Schedule A attached hereto and made a part hereof (collectively, the "Trademarks"); and

WHEREAS, in connection with the restructuring of Porto's Bakery, Inc. and Porto's Enterprises, Inc. which became effective on December 29, 2008, Assignee agreed to acquire and Assignor agreed to assign and transfer to Assignee all of its rights, title and interest in and to the Trademarks.

NOW THEREFORE, in consideration of these premises, covenants and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns and transfers to Assignee, free and clear of all liens all right, title, and interest in and to the Trademarks, including without limitation all applications and registrations therefor, and any other rights Assignor may have in the Trademarks, together with all common law rights and goodwill of the business connected with the use of and symbolized by the Trademarks, and the rights to sue for, and recover for, any past or present infringement or misappropriation of the Trademarks and the right to collect damages therefor and all income, royalties or payments due as of the date hereof or hereafter.

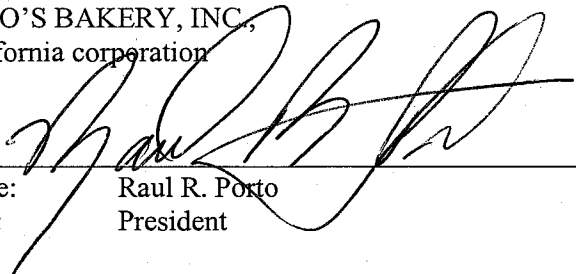
2. Assignor agrees that it will execute any further documents reasonably required by Assignee to transfer, assign, secure and enforce the rights granted to Assignee under this Assignment.

3. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding on Assignor, its successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be signed and executed by its undersigned duly authorized officer as of the date first written above.

PORTO'S BAKERY, INC.,
a California corporation

By: 
Name: Raul R. Porto
Title: President

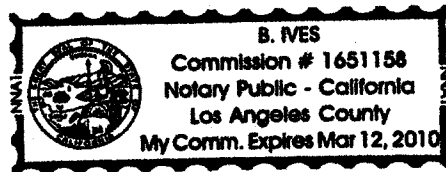
State of California
County of Los Angeles

On May 11, 2009 before me, B. Ives, Notary Public, personally appeared Raul R. Porto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

TRADEMARK
REEL: 004004 FRAME: 0350

**Schedule A to
Assignment of Trademarks**

1. State of California Trademarks/Service Marks:

California Trademark	Registration No. or Application No.
Porto's Bakery and design (includes a chef's hat and border)(bakery goods)	108070
Porto's (Bakery goods)	108071
Porto's (Restaurant and catering services)	061897
Porto's and a Chef's Hat design (Restaurant and catering services)	061898

2. Federal Trademarks/Service Marks:

Federal Trademark	Registration No. or Application No.
Porto's (bakery goods)	3,134,697
Porto's Bakery since 1960 (bakery goods)	3,048,011
Potato Ball (dumplings)	77/458,667
Refujiado (pastry)	77/551,626
Cheese Roll (Pastry)	77/551,610